

# Mantrose UK Ltd

## Terms and Conditions of Sale

THIS AGREEMENT is entered into between you the customer ("Customer"), and Mantrose UK Ltd, herein referred to as Mantrose. The Agreement among the parties consists of each confirmation (in each case, a "Confirmation") executed by Mantrose and delivered to Customer evidencing Mantrose's acceptance of an order from Customer and incorporating these terms, and all addenda executed by the parties hereto after the date of this Agreement (collectively, the "Agreement"). **Any terms or conditions appearing on Customer's purchase order, acknowledgment or in any other writing received from Customer which are different from or in addition to the terms and conditions contained herein are null and void and shall have no force or effect whatsoever.**

**1. Price and Payments.** The price for all goods and services purchased by Customer are as set forth in the Confirmation of Mantrose accepting the Customer's order therefore.

**2. Payment Terms.** Except to the extent specifically stated on the Confirmation, payment terms shall be as follows:

(a) Customer is expected to establish a credit account with Mantrose, such account to be established on Mantrose's approval of Customer's credit.

(b) Mantrose retains a security interest in all products sold to Customer and in proceeds thereof, until Customer makes payment in full. If credit is approved, payment in full for each order shipped to Customer shall be made within 30 days after receipt of the Mantrose invoice, unless alternative credit period has been agreed by both Mantrose, and the Customer prior to invoice.

(c) Should Mantrose reasonably determine that it cannot (or can no longer) extend credit to Customer for orders, Mantrose may upon reasonable notice require Customer to pay cash in advance or upon delivery, present an irrevocable letter of credit, or establish an escrow account.

(d) Further, if invoices are not timely paid, Mantrose may refuse to make further shipments until Customer's account is paid in full.

(e) In addition to the price for any product or service purchased by Customer, Customer shall pay amounts equal to any taxes resulting from transactions between Customer and Mantrose (except income taxes owed by Mantrose).

(f) Personal property taxes assessable on Product after delivery to the shipper are Customer's responsibility.

**3. Title and Risk of Loss.** Title and risk of loss or damage to all products purchased by Customer shall pass to Customer upon delivery to the carrier. Customer is responsible for filing all claims against the carrier.

**4. Delivery.** All orders must comply with Mantrose order procedures and are subject to acceptance by Mantrose. Mantrose may accept all or a portion of any order. Mantrose shall use reasonable efforts to fill accepted orders promptly. Only Mantrose standard commercial packaging, materials, and methods will be used. Special shipment or packaging may require different or additional terms. Mantrose may make partial shipments of orders, in which case, only the portion of the order shipped by Mantrose shall be deemed accepted.

**5. Cancellation.** ORDERS FOR CUSTOM ITEMS, SPECIALLY DESIGNED OR PREPARED ITEMS, ITEMS CONTAINING TRADEMARKED OR COPYRIGHTED CONTENT, AND ITEMS MANUFACTURED TO DESIGNS OR SPECIFICATIONS PREPARED SPECIALLY FOR, PROVIDED BY OR OTHERWISE UNIQUE TO CUSTOMER ARE IRREVOCABLE, NON-DEFERRABLE AND NON-CANCELABLE.

**6. Limitation of Remedies.** Mantrose shall not have any liability to the customer for lost profits, or other consequential, special, punitive, indirect or incidental damages, based upon a claim of any type or nature (including but not limited to contract, tort (including negligence), warranty or strict liability), even if advised of the possibility of such damages.

**7. WARRANTIES.** Mantrose warrants that all Products will be free of defects in materials and workmanship when delivered to Customer. Mantrose must receive notice of any defects in a unit within 10 days after delivery. Customer's failure to notify Mantrose within 10 days after delivery shall constitute final acceptance by Customer. Except as otherwise expressly stated herein, Mantrose's liability is limited (at Mantrose's option) to the refund of the purchase price for, or replacement of, any defective product. Mantrose shall determine the method of shipping, if any, to be used in returning the defective Products to Mantrose and shall bear the expense thereof. Except as expressly set forth above in this section 7, Mantrose makes no other warranties to Customer and disclaims all warranties whether express or implied, including any implied warranties of merchantability or fitness for a particular purpose. Customer expressly understands and agrees that Mantrose does not warrant that the product is free of claims of patent, trademark, trade secret, or copyright infringement by a third party.

### 8. General.

(a) All notices or demands required under this Agreement shall be in writing and made by personal service or sent via certified mail to the address of the receiving party as set forth in this Agreement (or such different address as either party may designate by notifying the other party in writing).

(b) This Agreement shall be interpreted exclusively in accordance with the laws of the United Kingdom, as applied to contracts entered into and performed entirely within United Kingdom. The courts in United Kingdom shall be the exclusive venue for all disputes under this Agreement and Customer hereby agrees to submit to the personal jurisdiction thereof.

(c) Any action under or arising out of this Agreement must be commenced within one year after the cause of action accrued, except that actions for non-payment must be commenced within three years after the date payment was due.

(d) If any action, suit or other proceeding is instituted concerning or arising out of this Agreement, the prevailing party shall recover all of such party's costs and legal fees incurred in each and every such action, suit or other proceeding, including any and all appeals or petitions there from. As used herein, "legal fees" shall mean the full and actual costs of any legal services actually rendered in connection with the matters involved, calculated on the basis of the usual fee charged by the lawyer performing such services, and shall not be limited to "reasonable legal" fees" as defined by any statute or rule of court. Failure of either party to require strict performance by the other party of any provision shall not affect the first party's right to require strict performance thereafter. Waiver by either party of a breach of any provision shall not waive either the provision itself or any subsequent breach.

(e) Neither party shall be liable for failure to perform or delay in performing any obligation (other than the payment of money) under this Agreement or any individual contract of sale hereunder if such failure or delay is due to fire, flood, earthquake, strike, labour trouble or other industrial disturbance, war (declared or undeclared), embargo, blockade, shortage of labour, materials or equipment, legal prohibition, governmental action, riot, insurrection, damage, destruction or any other cause beyond the control of such defaulting party preventing or delaying the performance.

(f) This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof, superseding all previous proposals, representations, or understandings, whether oral or written. Modifications of this Agreement must be in writing and signed by authorized representatives of both parties.

Signed..... Print Name.....

Registered Office: Hays Galleria, 1 Hays Lane, London. SE1 2RD.

Company Registration Number: 3056841

VAT Number: GB 647 3991 93